

ADDENDUM NO. 2 TO EQUIPMENT LEASE

DBS
7630-B

BETWEEN

FCB LEASING LTD., LESSOR

AND

SOUTHWIDE, INC., LESSEE

RECORDATION NO. _____ Filed & Recorded

SEP 4 1974 - 4 30 PM

INTERSTATE COMMERCE COMMISSION

This Addendum No. 2 dated as of July 30, 1974 between FCB LEASING LTD. (Lessor), a Delaware corporation and SOUTHWIDE, INC. (Lessee), a Delaware corporation.

W I T N E S S E T H:

WHEREAS, Lessor and Lessee have heretofore entered into an Equipment Lease dated as of September 27, 1973 as amended by Addendum No. 1 thereto dated 10/15/73 (said Equipment Lease as so amended being herein referred to as the "Equipment Lease") providing, among other things, for the acquisition by Lessor and the lease by Lessor to Lessee of the "Equipment" referred to in said Equipment Lease and more particularly described on certain Rental Schedules executed pursuant to the Equipment Lease (the "Rental Schedules"), copies of which Rental Schedules are attached hereto as Exhibit A and made a part hereof, a schedule of the present and former serial numbers of said Equipment being set forth on the schedule attached hereto as Exhibit B and made a part hereof; and

WHEREAS, Lessor and Lessee desire to enter into this Addendum No. 2.

NOW, THEREFORE, for value received, and for other good and valuable consideration, receipt of which by Lessor and Lessee is hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. Paragraph (a) of Section 1 of the Equipment Lease is hereby amended by deleting the period at the end thereof and by adding to said paragraph (a) at the end thereof

the following language.

", and more particularly described on the Rental Schedules attached as Exhibit A and the schedule attached as Exhibit B to Addendum No. 2 to this Equipment Lease."

2. Except as hereinabove amended the Equipment Lease shall remain in full force and effect without further modification or change.

IN WITNESS WHEREOF, FCB LEASING LTD. and SOUTHWIDE, INC. have executed and delivered this Addendum No. 2 as of the day and the year first above written.

FCB LEASING LTD.

By:  [SEAL]
Executive Vice President

SOUTHWIDE, INC.

By:  [SEAL]
Vice President

CORRECTED COPY

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
(A) 1	Railroad Car No. FCWX 4090	\$8,250	\$121.77
(B) 1	Railroad Car No. FCWX 4082	8,250	\$121.77
(C) 1	Railroad Car No. FCWX 4010	8,250	121.77

Aggregate Monthly Rental \$

365.31

Term of Lease: 108 months

Lease Commencement Date for Equipment: (A) 10/5/73; (B) 10/7/73; (C) 10/10/73

First Month's Partial Rent (if applicable) (A) \$101.50; (B) \$93.38; (C) \$81.20

FCB LEASING LTD. (Lessor)

SOUTHWIDE, INC. (Lessee)

By J.E. [Signature]
(authorized signature)

BY [Signature]
(authorized signature)

Its Vice President
(title)

Its Financial Vice President
(title)

Date of Execution: _____

Date of Execution: _____

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4005	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4015	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4022	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4024	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4026	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4035	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4040	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4059	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4098	\$8282.50	\$122.24

\$1100.16

Aggregate Monthly Rental \$

Term of Lease: 108Lease Commencement Date for Equipment: 10-15-73First Month's Partial Rent (if applicable) \$549.99

FCB LEASING LTD. (Lessor)

By *John H. Hyle*
(authorized signature)Its *Exec. Vice Pres.*
(title)Date of Execution: 11/6/73

SOUTHWIDE, INC. (Lessee)

BY *P. W. Campbell*
(authorized signature)Its Financial Vice President
(title)Date of Execution: October 17, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4046	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4096	\$8282.50	\$122.24
1	Railroad Car No. FXWX 4097	\$8282.50	\$122.24

Aggregate Monthly Rental \$ \$366.72

Term of Lease: 108 Months

Lease Commencement Date for Equipment: 10-12-73

First Month's Partial Rent (if applicable) \$219.99

FCB LEASING LTD. (Lessor)

By John J. Hyle
(authorized signature)

Its Exec. Vice Pres.
(title)

Date of Execution: 11/6/73

SOUTHWIDE, INC. (Lessee)

BY P. W. Mauld
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: October 17, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4006	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4011	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4078	\$8282.50	\$122.24

Aggregate Monthly Rental \$ \$366.72

Term of Lease: 108

Lease Commencement Date for Equipment: 10-16-73

First Month's Partial Rent (if applicable) \$537.82 (partial month = 121.10)

FCB LEASING LTD. (Lessor)

By [Signature]
(authorized signature)

Its [Signature]
(title)

Date of Execution: 11/6/73

SOUTHWIDE, INC. (Lessee)

BY [Signature]
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: October 19, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4003	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4021	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4030	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4034	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4036	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4043	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4044	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4049	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4054	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4064	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4065	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4076	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4087	\$8282.50	\$122.24

\$1,589.12

Aggregate Monthly Rental \$

Term of Lease: 108Lease Commencement Date for Equipment: 10-22-73First Month's Partial Rent (if applicable) \$2,012.79

FCB LEASING LTD. (Lessor)

By *John J. Hight*
(authorized signature)
Its *Exec. Vice Pres.*
(title)

Date of Execution: 11/6/73

SOUTHWIDE, INC. (Lessee)

BY *Samuel B. Bollen*
(authorized signature)
Its *Financial Vice President*
(title)

Date of Execution: October 23, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

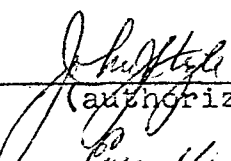
<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4031	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4053	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4070	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4092	\$8282.50	\$122.24

\$488.96

Aggregate Monthly Rental \$

Term of Lease: 108Lease Commencement Date for Equipment: October 25, 1973First Month's Partial Rent (if applicable) \$570.44

FCB LEASING LTD. (Lessor)

By 
(authorized signature)Its Exec. Vice Pres.
(title)Date of Execution: 11/6/73

SOUTHWIDE, INC. (Lessee)

BY 
(authorized signature)Its Financial Vice President
(title)Date of Execution: October 26, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX4002	\$8282.50	\$122.24
1	Railroad Car No. FCWX4050	\$8282.50	\$122.24
1	Railroad Car No. FCWX4062	\$8282.50	\$122.24
1	Railroad Car No. FCWX4063	\$8282.50	\$122.24
1	Railroad Car No. FCWX4080	\$8282.50	\$122.24

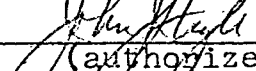
Aggregate Monthly Rental \$ 611.20

Term of Lease: 108

Lease Commencement Date for Equipment: October, 26, 1973

First Month's Partial Rent (if applicable) \$692.65


FCB LEASING LTD. (Lessor)

By 
(authorized signature)

Its Exec. Vice Pres.
(title)

Date of Execution: 11/6/73

SOUTHWIDE, INC. (Lessee)

BY 
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: October 29, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

Quantity	Description of Equipment	Acquisition Cost	Monthly Rental
1	Railroad Car No. FCWX 4016	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4018	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4023	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4028	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4029	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4039	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4042	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4056	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4057	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4071	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4088	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4091	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4095	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 1,589.12

Term of Lease: 108

Lease Commencement Date for Equipment: October 29, 1973

First Month's Partial Rent (if applicable) \$1,642.03

FCB LEASING LTD. (Lessor)

By *John H. Hyle*
(authorized signature)

Its *Exec Vice Pres*
(title)

Date of Execution: 11/6/73

SOUTHWIDE, INC. (Lessee)

BY *P. M. Ruffield*
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: October 31, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4019	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 122.24

Term of Lease: 108

Lease Commencement Date for Equipment: October 25, 1973

First Month's Partial Rent (if applicable) \$142.59

FCB LEASING LTD. (Lessor)

By John H. Hight
(authorized signature)

Its Alan Van-Pass
(title)

Date of Execution: 11/6/73

SOUTHWIDE, INC. (Lessee)

BY [Signature]
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: November 2, 1973

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RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

Quantity	Description of Equipment	Acquisition Cost	Monthly Rental
1	Railroad Car No. FCWX 4007	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4045	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4061	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4069	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4081	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4089	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 733.44

Term of Lease: 108

Lease Commencement Date for Equipment: November 1, 1973

First Month's Partial Rent (if applicable) \$708.18

FCB LEASING LTD. (Lessor)

By *John H. Hyle*
(authorized signature)

Its *Executive Vice Pres*
(title)

Date of Execution: 11/8/73

SOUTHWIDE, INC. (Lessee)

BY *P. W. Caulfield*
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: November 2, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

Quantity	Description of Equipment	Acquisition Cost	Monthly Rental
1	Railroad Car No. FCWX 4027	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4041	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4051	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4052	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4074	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4083	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 733.44

Term of Lease: 108

Lease Commencement Date for Equipment: November 6, 1973

First Month's Partial Rent (if applicable) \$586.08

FCB LEASING LTD. (Lessor)

By *John H. Style*
(authorized signature)

Its *Gen. Vm. Pres.*
(title)

Date of Execution: 11/15/73

SOUTHWIDE, INC. (Lessee)

BY *[Signature]*
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: November 6, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4000	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4020	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4067	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4072	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4073	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4077	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4084	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4094	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 977.92

Term of Lease: 108

Lease Commencement Date for Equipment: November 7, 1973

First Month's Partial Rent (if applicable) \$748.88

FCB LEASING LTD. (Lessor)

By *John J. Hight*
(authorized signature)

Its *Exec. Vice President*
(title)

Date of Execution: 11/15/73

SOUTHWIDE, INC. (Lessee)

BY *J. H. Hight*
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: November 7, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4001	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4093	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 244.48

Term of Lease: 108

Lease Commencement Date for Equipment: November 8, 1973

First Month's Partial Rent (if applicable) \$179.08

FCB LEASING LTD. (Lessor)

By *John H. Hyle*
(authorized signature)

Its *Exec. Vice President*
(title)

Date of Execution: 11/15/73

SOUTHWIDE, INC. (Lessee)

BY *[Signature]*
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: November 9, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

Quantity	Description of Equipment	Acquisition Cost	Monthly Rental
1	Railroad Car No. FCWX 4008	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4033	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4060	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4066	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4086	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 611.20

Term of Lease: 108

Lease Commencement Date for Equipment: November 14, 1973

First Month's Partial Rent (if applicable) \$325.60

FCB LEASING LTD. (Lessor)

By *John H. Hyle*
(authorized signature)

Its *Executive Vice Pres*
(title)

Date of Execution: 11/19/73

SOUTHWIDE, INC. (Lessee)

By *J. R. Randal*
(authorized signature)

Its Fenanical Vice President
(title)

Date of Execution: November 14, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

Quantity	Description of Equipment	Acquisition Cost	Monthly Rental
1	Railroad Car No. FCWX 4032	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4079	\$8282.50	\$122.24

334.10
244.48

Aggregate Monthly Rental \$

Term of Lease: 108

Lease Commencement Date for Equipment: November 19, 1973

First Month's Partial Rent (if applicable) \$334.10

FCB LEASING LTD. (Lessor)

By [Signature]
(authorized signature)

Its Charles V. President
(title)

Date of Execution: 11/28/73

SOUTHWIDE, INC. (Lessee)

BY [Signature]
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: November 19, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

Quantity	Description of Equipment	Acquisition Cost	Monthly Rental
1	Railroad Car No. FCWX 4017	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4025	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4047	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4013	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 488.96

Term of Lease: 108

Lease Commencement Date for Equipment: November 21, 1973

First Month's Partial Rent (if applicable) \$635.62

FCB LEASING LTD. (Lessor)

By *John H. Hight*
(authorized signature)

Its *Executive Vice President*
(title)

Date of Execution: 11/28/73

SOUTHWIDE, INC. (Lessee)

By *P. H. Paul*
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: November 26, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4037	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4038	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4058	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4085	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 488.96

Term of Lease: 108

Lease Commencement Date for Equipment: November 26, 1973

First Month's Partial Rent (if applicable) \$554.14

FCB LEASING LTD. (Lessor)

By *John H. Hight*
(authorized signature)

Its *Executive Vice President*
(title)

Date of Execution: 12/5/73

SOUTHWIDE, INC. (Lessee)

BY *J. R. Campbell*
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: November 27, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4009	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4048	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 244.48

Term of Lease: 108

Lease Commencement Date for Equipment: December 3, 1973

First Month's Partial Rent (if applicable) \$219.99

FCB LEASING LTD. (Lessor)

By [Signature]
(authorized signature)

Its [Signature]
(title)

Date of Execution: 12/11/73

SOUTHWIDE, INC. (Lessee)

BY [Signature]
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: December 4, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4075	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 122.24

Term of Lease: 108

Lease Commencement Date for Equipment: December 6, 1973

First Month's Partial Rent (if applicable) \$97.77

FCB LEASING LTD. (Lessor)

By John J. Hagle
(authorized signature)

Its President
(title)

Date of Execution: 12/26/73

SOUTHWIDE, INC. (Lessee)

By R. H. Campbell
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: December 6, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4068	\$8282.50	\$122.24

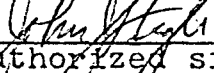
Aggregate Monthly Rental \$ 122.24

Term of Lease: 108

Lease Commencement Date for Equipment: December 11, 1973

First Month's Partial Rent (if applicable) \$77.40

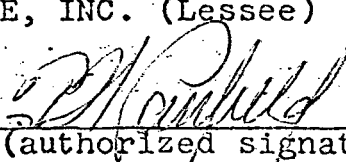
FCB LEASING LTD. (Lessor)

By 
(authorized signature)

Its 
(title)

Date of Execution: 12/18/73

SOUTHWIDE, INC. (Lessee)

BY 
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: December 12, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

Quantity	Description of Equipment	Acquisition Cost	Monthly Rental
1	Railroad Car No. FCWX 4004	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 122.24

Term of Lease: 108

Lease Commencement Date for Equipment: December 14, 1973

First Month's Partial Rent (if applicable) \$65.18

FCB LEASING LTD. (Lessor)

By *John H. Hays*
(authorized signature)

Its *Executive Vice President*
(title)

Date of Execution: 12/26/73

SOUTHWIDE, INC. (Lessee)

BY *L. H. Hays*
(authorized signature)

Its Financial Vice President
(title)

Date of Execution: December 18, 1973

RENTAL SCHEDULE

Pursuant to an Equipment Lease (Lease No. 73-L-10-1) dated September 27, 1973, (the "Lease") between FCB LEASING LTD. ("Lessor") a Delaware corporation, with a place of business at 504 Totten Pond Road, Waltham, Massachusetts 02143, and SOUTHWIDE, INC. ("Lessee") a Delaware corporation, with a place of business at Sterick Building, Memphis, Tennessee 38103, the terms and conditions of which are hereby incorporated herein by reference, Lessee hereby (a) authorizes Lessor to order for lease to Lessee the equipment described herein (the "Equipment") and to insert hereon the Lease Commencement Date and the partial first month's rent (if any) for such Equipment upon Lessee's acceptance of same for lease, (b) agrees to lease such Equipment from Lessor effective the Lease Commencement Date thereof and for the lease term specified below, and (c) agrees to pay Lessor the rent, in the amounts specified below and at the times specified in the Lease, for each item of Equipment. All of the terms used herein, which are defined in the Lease, shall have the same meanings, respectively, as so defined.

<u>Quantity</u>	<u>Description of Equipment</u>	<u>Acquisition Cost</u>	<u>Monthly Rental</u>
1	Railroad Car No. FCWX 4055	\$8282.50	\$122.24
1	Railroad Car No. FCWX 4012	\$8282.50	\$122.24

Aggregate Monthly Rental \$ 244.48

Term of Lease: 108

Lease Commencement Date for Equipment: January 2, 1974

First Month's Partial Rent (if applicable) \$228.14

FCB LEASING LTD. (Lessor)

SOUTHWIDE, INC. (Lessee)

By *John H. Hight*
(authorized signature)

BY *D. R. R. R.*
(authorized signature)

Its *Executive VP*
(title)

Its Financial Vice President
(title)

Date of Execution: 1/3/74

Date of Execution: January 7, 1974

Schedule of Serial Numbers of Ninety-Eight (98)
 Used Forty Foot Class RB Railroad Box Cars
 covered by Equipment Lease between FCB Leasing Ltd.,
 Lessor, and Southwide, Inc., Lessee, and the
Rental Schedules executed thereunder

Present Number

FCWX	4000	(former number DSDX 2003)
FCWX	4001	(former number DSDX 2005)
FCWX	4002	(former number DSDX 2007)
FCWX	4003	(former number DSDX 2010)
FCWX	4004	(former number DSDX 2012)
FCWX	4005	(former number DSDX 2014)
FCWX	4006	(former number DSDX 2019)
FCWX	4007	(former number DSDX 2020)
FCWX	4008	(former number DSDX 2026)
FCWX	4009	(former number DSDX 2027)
FCWX	4010	(former number DSDX 2028)
FCWX	4011	(former number DSDX 2032)
FCWX	4015	(former number DSDX 2045)
FCWX	4016	(former number DSDX 2046)
FCWX	4017	(former number DSDX 2048)
FCWX	4018	(former number DSDX 2049)
FCWX	4019	(former number DSDX 2050)
FCWX	4020	(former number DSDX 2051)
FCWX	4021	(former number DSDX 2054)
FCWX	4022	(former number DSDX 2055)
FCWX	4023	(former number DSDX 2056)
FCWX	4024	(former number DSDX 2059)
FCWX	4025	(former number DSDX 2060)
FCWX	4026	(former number DSDX 2061)
FCWX	4027	(former number DSDX 2062)
FCWX	4028	(former number DSDX 2063)
FCWX	4029	(former number DSDX 2066)
FCWX	4030	(former number DSDX 2067)
FCWX	4031	(former number DSDX 2068)

12
 13
 14

Present Number

FCWX	4032	(former number DSDX 2070)
FCWX	4033	(former number DSDX 2071)
FCWX	4034	(former number DSDX 2072)
FCWX	4035	(former number DSDX 2073)
FCWX	4036	(former number DSDX 2074)
FCWX	4037	(former number DSDX 2075)
FCWX	4038	(former number DSDX 2079)
FCWX	4039	(former number DSDX 2081)
FCWX	4040	(former number DSDX 2082)
FCWX	4041	(former number DSDX 2083)
FCWX	4042	(former number DSDX 2084)
FCWX	4043	(former number DSDX 2085)
FCWX	4044	(former number DSDX 2088)
FCWX	4045	(former number DSDX 2090)
FCWX	4046	(former number DSDX 2092)
FCWX	4047	(former number DSDX 2094)
FCWX	4048	(former number DSDX 2097)
FCWX	4049	(former number DSDX 2098)
FCWX	4050	(former number DSDX 2101)
FCWX	4051	(former number DSDX 2105)
FCWX	4052	(former number DSDX 2112)
FCWX	4053	(former number DSDX 2113)
FCWX	4054	(former number DSDX 2114)
FCWX	4055	(former number DSDX 2116)
FCWX	4056	(former number DSDX 2119)
FCWX	4057	(former number DSDX 2120)
FCWX	4058	(former number DSDX 2122)
FCWX	4059	(former number DSDX 2125)
FCWX	4060	(former number DSDX 2126)
FCWX	4061	(former number DSDX 2127)
FCWX	4062	(former number DSDX 2129)
FCWX	4012	(former number DSDX 2134)
FCWX	4063	(former number DSDX 2135)
FCWX	4064	(former number DSDX 2137)
FCWX	4065	(former number DSDX 2138)

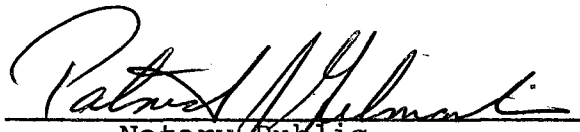
Present Number

FCWX	4066	(former number DSDX 2140)
FCWX	4067	(former number DSDX 2141)
FCWX	4068	(former number DSDX 2142)
FCWX	4069	(former number DSDX 2144)
FCWX	4070	(former number DSDX 2145)
FCWX	4071	(former number DSDX 2146)
FCWX	4072	(former number DSDX 2147)
FCWX	4073	(former number DSDX 2150)
FCWX	4074	(former number DSDX 2154)
FCWX	4075	(former number DSDX 2159)
FCWX	4076	(former number DSDX 2160)
FCWX	4077	(former number DSDX 2162)
FCWX	4078	(former number DSDX 2163)
FCWX	4079	(former number DSDX 2164)
FCWX	4080	(former number DSDX 2165)
FCWX	4081	(former number DSDX 2166)
FCWX	4082	(former number DSDX 2169)
FCWX	4083	(former number DSDX 2170)
✓ FCWX	4013	(former number DSDX 2171)
FCWX	4084	(former number DSDX 2173)
FCWX	4085	(former number DSDX 2174)
FCWX	4086	(former number DSDX 2175)
FCWX	4087	(former number DSDX 2178)
FCWX	4088	(former number DSDX 2179)
FCWX	4089	(former number DSDX 2182)
FCWX	4090	(former number DSDX 2184)
FCWX	4091	(former number DSDX 2185)
FCWX	4092	(former number DSDX 2188)
FCWX	4093	(former number DSDX 2190)
FCWX	4094	(former number DSDX 2192)
FCWX	4095	(former number DSDX 2193)
FCWX	4096	(former number DSDX 2196)
FCWX	4097	(former number DSDX 2197)
FCWX	4098	(former number DSDX 2199)

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

AUG 29 1974

On this _____ day of _____, 1974, before me personally came John J. Stigle, to me known, who, being by me duly sworn, did depose and say that he resides at 36 Middle Road, Sudbury, Massachusetts; that he is Executive Vice President of FCB LEASING LTD., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors and said corporation, and that he signed his name thereto by like order.


Notary Public

PATRICK J. GILMARTIN
Notary Public, State of New York
No. 1437460
Qualified in Nassau County
Certificate filed in New York County
Commission Expires March 30, 1975.

STATE OF TENNESSEE)
) :
COUNTY OF SHELBY)

On this *4th* day of September, 1974 before me
appeared ^{F.} W. Canfield, to me personally known, who,
being by me duly sworn did say that he is Vice President of
SOUTHWIDE, INC., and that the seal affixed to said instrument
is the corporate seal of said corporation and that said
instrument was signed and sealed in behalf of said corporation
by authority of its board of directors and said ^{F.} W. Canfield
acknowledged said instrument to be the free act and deed of
said corporation.

My Commission Expires April 19, 1978

Louise Webb

Notary Public

